

Exhibit “A”

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FILED
 Superior Court of California
 County of Los Angeles

AUG 26 2015

Sherri R. Carter, Executive Officer/Clerk
 By M. Soto, Deputy
 Moses Soto

Attorney for Plaintiff
 TAMMY BRAWNER

D-38

MURKIN

DUFFY-LEWIS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

TAMMY BRAWNER, an individual,

Plaintiff,

vs.

HARLEM GLOBETROTTERS
 INTERNATIONAL, INC., a Nevada
 corporation; JIMMY BLACKLOCK, an
 individual; and DOES 1 through 50,
 inclusive,

Defendants.

CASE NO. **BC 5 9 2 6 4 8****COMPLAINT FOR DAMAGES**

1. **QUID PRO QUO SEXUAL HARASSMENT (Gov. C. §12940, et seq.)**
2. **HOSTILE WORK ENVIRONMENT HARASSMENT - GENDER (Gov. C. §12940, et seq.)**
3. **WORKPLACE DISPARATE TREATMENT - GENDER, PREGNANCY, DISABILITY, PERCEIVED DISABILITY (Gov. C. §12940, et seq.)**
4. **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION (Gov. C. §12940, et seq.)**
5. **RETALIATION (FEHA, CFRA, Lab. Code § 1102.5, Common Law)**
6. **WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY (FEHA, CFRA, Lab. Code § 1102.5, Common Law)**
7. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
8. **DEFAMATION PER SE**

[DEMAND FOR JURY TRIAL]

RECEIPT #: CCH524880068
 DATE PAID: 08/26/15 01:45 PM
 PAYMENT: \$435.00
 RECEIVED:
 CASH \$435.00
 CHARGE \$0.00
 CARD \$0.00
 310

CIT/CASE: BC592648
 LEA/DEF#:

08 / 26 / 2015

STATEMENT OF FACTS

Defendant HARLEM GLOBETROTTERS INTERNATIONAL, INC. ("HGI") manages three exhibition basketball teams that tour worldwide under the name "Harlem Globetrotters." Plaintiff TAMMY BRAWNER was employed by defendant as a basketball player on one of those three teams from around November of 2012 to April of 2015. Plaintiff was the only female player on her team. During plaintiff's final year of employment, she was subjected to sexual harassment, discrimination based on pregnancy/perceived disability, retaliation and wrongful termination.

From 2012 to 2014, plaintiff was performing very well and was considered an asset to HGI. The trouble started in or around 2014, when defendant Jimmy Blacklock, ("Coach Blacklock") was assigned as coach of plaintiff's basketball team. Coach Blacklock repeatedly made inappropriate, offensive and harassing comments. Some comments were made to plaintiff, some were made in her presence, and some were made about her which she learned of later. The comments were of a sexual nature and related to gender, and included the following:

- At least once, he called plaintiff his girlfriend, which she found offensive and patronizing.
- On multiple occasions he made comments that implied that plaintiff -- who was happily married -- was having sexual relations with a male teammate, who was also married.
- When plaintiff confronted Coach Blacklock and asked him to stop, he responded by stating, in essence, that he did not know her well enough to know that she was not a slut, adulterer and home wrecker.
- Coach Blacklock told plaintiff's teammates to stay away from her because she was a seductress who would ruin their marriages.
- Coach Blacklock started a rumor that plaintiff had slept with her prior coach.

These offensive comments and lies were highly offensive and upsetting to plaintiff and, as a result, she complained to the general manager of HGI. The general manager did

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1 nothing to address Coach Blacklock's misconduct and, instead, he fired plaintiff shortly after
 2 she made the complaint. The termination was substantially in retaliation for plaintiff
 3 complaining about Coach Blacklock's harassing and discriminatory comments.

4 In addition, a few months before plaintiff's termination, plaintiff began having bouts
 5 of nausea and sickness. Plaintiff's symptoms were bad enough that she had to go to urgent
 6 care. During plaintiff's bouts of sickness, Coach Blacklock ordered plaintiff to report to
 7 practices and games, and to suit up for them, even then she was too sick to play. This served
 8 no legitimate business purpose, but was a way for Coach Blacklock to make plaintiff suffer in
 9 retaliation for her complaining about his offensive sexual harassment. Thus, plaintiff had to
 10 spend many days agonizing in uniform in a noisy gymnasium while sick and nauseated.

11 In mid-April, plaintiff finally took medical leave from the team due to her sickness
 12 and returned home to recover, missing the last two and a half weeks of the season. After
 13 taking her leave, plaintiff found out around that she was pregnant, which was the reason for
 14 the sickness she had been experiencing. Plaintiff was fired a few week after taking her
 15 medical leave. Plaintiff's sickness, her pregnancy/ perceived disability, and her taking of
 16 protected medical leave were motivating factors in her termination in addition to her
 17 complaints about sexual harassment.

18 Due to defendants' sexual harassment, discrimination and retaliation, plaintiff has
 19 suffered wrongful termination, loss of income, loss of earnings capacity, great
 20 embarrassment, severe physical distress, emotional distress and mental anguish, as well as
 21 other damages. Defendants' misconduct was outrageous and caused plaintiff severe
 22 emotional distress and other damages.

23 **GENERAL ALLEGATIONS**

24 **A. THE PARTIES.**

25 1. Plaintiff TAMMY BRAWNER ("plaintiff") is an individual residing in the
 26 County of Los Angeles, State of California.

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1 2. On information and belief, defendant HARLEM GLOBETROTTERS
2 INTERNATIONAL, INC. ("HGI"), is a for-profit Nevada corporation which regularly does
3 business in the County of Los Angeles, State of California.

4 3. On information and belief, defendant JIMMY BLACKLOCK ("Coach
5 Blacklock"), is an individual whose residence is not known, but who regularly works in the
6 County of Los Angeles, State of California.

7 4. Plaintiff does not know the true names of defendants DOES 1 through 50,
8 inclusive, and therefore sues them by those fictitious names. Plaintiff is informed and
9 believes, and on the basis of that information and belief alleges, that each of these Doe
10 defendants was in some manner legally and proximately responsible for the events and
11 happenings alleged in this complaint and for plaintiff's injuries and damages alleged herein.

12 5. Plaintiff is informed and believes, and on the basis of that information and
13 belief alleges, that, at all times mentioned in this complaint, each defendant was the agent and
14 employee of every other defendant was acting in the course and scope of such agency in doing
15 any and all wrongful acts and causing any and all injuries as alleged herein.

16 6. Plaintiff is informed and believes, and on the basis of that information and
17 belief alleges, that, at all times mentioned in this complaint, each defendant was affiliated
18 with and/or was the alter ego for and/or was the successor-in-interest for and/or assumed the
19 liabilities of every other defendant on the claims asserted herein and authorized and ratified
20 the conduct of every other defendant alleged herein.

21 7. All defendants (the named defendant and the doe defendants) are hereafter
22 referred to as "defendants."

23 **B. PROCEDURAL PRE-REQUISITES.**

24 8. Plaintiff has filed a claim with the California Department of Fair Employment
25 and Housing ("DFEH"), pursuant to California *Government Code* section 12965(b) and the
26 California Fair Employment and Housing Act ("FEHA"). Plaintiff filed such claim in a
27 timely fashion and received a "right-to-sue" letter. Attached as Exhibit 1 is a true and correct
28 copy of the claim against defendant and the "right-to-sue" letter received.

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1 **C. THE SEXUAL HARASSMENT.**

2 9. Plaintiff is a female.

3 10. At all times relevant to this action, HGI owned and managed three exhibition
4 basketball teams that regularly toured internationally. These tours regularly included
5 exhibition games in Los Angeles and elsewhere in California.

6 11. At all times relevant to this action, Coach Blacklock was employed by HGI
7 and coached one of the exhibition basketball teams that regularly toured internationally. In
8 the role, he regularly came to and worked exhibition games in Los Angeles and elsewhere in
9 California. At all times relevant to this action, Coach Blacklock was a managerial employee
10 of HGI with managerial or supervisory authority over plaintiff.

11 12. At all relevant times, HGI and Coach Blacklock had significant contact with
12 and business dealings with the State of California.

13 13. In or around November of 2012, HGI approached plaintiff and offered her a
14 job working for HGI as a basketball player. At the time this offer was made, plaintiff resided
15 in the County of Los Angeles, State of California. Plaintiff accepted this offer while in the
16 County of Los Angeles, State of California. Plaintiff signed the employment agreement while
17 in the County of Los Angeles, State of California. This business relationship was initiated by
18 HGI, which thereby injected itself into the stream of commerce in California.

19 14. At the time that plaintiff was hired by HGI and entered into an employment
20 contract with HGI, she had no idea in which cities HGI maintained headquarters, and was not
21 aware that it did not maintain headquarters in Los Angeles, California.

22 15. From 2012 to 2014, plaintiff performed well for HGI and had no significant
23 issues with her employment, but was well-received and considered an asset to HGI.

24 16. In or around the Fall of 2014, Coach Blacklock was assigned as manager of
25 plaintiff's basketball team. From Fall of 2014 through Spring of 2015, Coach Blacklock
26 repeatedly made inappropriate, offensive and harassing comments. Some comments were
27 made to plaintiff, some were made in her presence, and some where made about her which

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1 she learned of later. The comments were of a sexual nature and related to gender, and
2 included the following:

- 3 • At least once, he called plaintiff his girlfriend, which she found
4 offensive and patronizing.
- 5 • On multiple occasions he made comments that implied that plaintiff --
6 who was happily married -- was having sexual relations with a male
7 teammate, who was also married.
- 8 • When plaintiff confronted Coach Blacklock and asked him to stop, he
9 responded by stating, in essence, that he did not know her well enough
10 to know that she was not a slut, adulterer and home wrecker.
- 11 • Coach Blacklock told plaintiff's teammates to stay away from her
12 because she was a seductress who would ruin their marriages.
- 13 • Coach Blacklock started a rumor that plaintiff had slept with her prior
14 coach.

15 These offensive comments and lies were highly offensive and upsetting to plaintiff.

16 17. In early 2015, Plaintiff complained to the general manager of HGI. The
17 general manager did nothing to address Coach Blacklock's misconduct and, instead, plaintiff
18 was fired shortly thereafter. The termination was substantially in retaliation for plaintiff
19 complaining about Coach Blacklock's harassing and discriminatory comments.

20 18. In addition, in or around the spring of 2015, months before her termination,
21 plaintiff began having bouts of nausea and sickness. Plaintiff's symptoms were bad enough
22 that she had to go to urgent care. However, contrary to company policy, Coach Blacklock
23 ordered plaintiff to report to practices and games, and to suit up for them even then she was
24 too sick to play. This served no legitimate business purpose, but was a way for Coach
25 Blacklock to make plaintiff suffer in retaliation for her complaining about his offensive
26 sexual harassment. Thus, plaintiff had to spend many days agonizing in uniform in a noisy
27 gymnasium while suffering from sickness and nausea.

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1 19. In mid-April, plaintiff finally took a leave from the team due to her sickness
2 and returned home to recover, missing the last two and a half weeks of the season. After
3 taking her leave, plaintiff found out around that she was pregnant, which was the reason for
4 the sickness she had been experiencing.

5 20. In or around May of 2015, HGI notified plaintiff that she was terminated, that
6 her employment contract would not be renewed, and that she was not going to be rehired for
7 the next term of employment (collectively, the "termination"). At the time that HGI
8 terminated plaintiff, HGI knew plaintiff was pregnant or it perceived her as disabled due to
9 her taking medical leave in April of 2015.

10 21. Plaintiff's termination was substantially motivated by her taking protected
11 medical/pregnancy leave, and by her sickness / perceived disability / pregnancy.

12 22. Due to defendants' sexual harassment, discrimination and retaliation, plaintiff
13 has suffered wrongful termination, loss of income, loss of earnings capacity, great
14 embarrassment, severe physical distress, emotional distress and mental anguish, as well as
15 other damages.

16 23. Defendants' misconduct was outrageous and caused plaintiff severe emotional
17 distress and other damages.

FIRST CAUSE OF ACTION

QUID PRO QUO SEXUAL HARASSMENT

(Government Code §12940, et seq.)

(Against all Defendants)

22 24. All prior statements and allegation are hereby realleged and incorporated by
23 reference except where to do so would be inconsistent with pleading the particular elements
24 of this specific cause of action.

25 25. At all relevant times, HGI employed more than five persons; HGI came into
26 California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff
27 remained a California resident throughout her employment; and HGI instructed plaintiff to
28 perform job duties as a traveling performer both within and outside of California. HGI was at

1 all relevant times an employer subject to California Fair Employment and Housing Act
2 ("FEHA") with respect to plaintiff's employment.

3 26. At all relevant times, Coach Blacklock was a managerial and supervisory
4 employee of HGI and was plaintiff's supervisor; Coach Blacklock knew that plaintiff was a
5 California resident; and Coach Blacklock performed his job duties for HGI, including
6 supervising plaintiff, as a traveling performer and such duties took place both within and
7 outside the State of California. As such, Coach Blacklock was a supervisor of plaintiff within
8 the scope of FEHA.

9 27. Plaintiff was an employee of defendants until in or around May of 2015.

10 28. From 2014 to 2015, Coach Blacklock engaged in unwanted verbal conduct of
11 a sexual, offensive and harassing nature. This conduct occurred while Coach Blacklock and
12 plaintiff were working as traveling performers, at various locations both within and outside
13 the State of California.

14 29. Job benefits were conditioned, by words and conduct, expressly and/or
15 impliedly, on plaintiff's acceptance of this unwanted verbal conduct. Specifically, when
16 plaintiff rejected this verbal conduct, she was subjected to adverse working conditions
17 including, but not limited to, being forced to suit up for games and sit in stadiums while sick
18 and unable to play, and being terminated.

19 30. Employment decisions adversely affecting plaintiff were made based on
20 plaintiff's acceptance or rejection of Coach Blacklock's improper verbal conduct.

21 31. Coach Blacklock was at all times a supervisor or manager for defendants.

22 32. Coach Blacklock's harassment alleged herein was a substantial factor directly
23 and proximately causing harm and damages to plaintiff, in an amount to be proven at trial.
24 Such harm and damages include, but are not limited to, the following:

- 25 a. Loss of earnings, employment benefits and reduced future earning
- 26 capacity;
- 27 b. Expenses incurred seeking to regain employment;

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- c. Necessary and reasonable attorneys' fees incurred by plaintiff to enforce her rights under FEHA;
- d. Pain and suffering, embarrassment, humiliation, emotional distress, mental anguish, and severe shock to plaintiff's nervous system causing injury or impairment to plaintiff's physical and mental health, strength and activity;
- e. Past and future expenses for medical, mental health and other health care products and services;
- f. Other general, special, incidental and consequential damages in an amount according to proof at the time of trial.

33. Defendants engaged in this wrongful conduct with malice, oppression and/or fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or managing agents of defendants acting on behalf of defendants. This wrongful conduct was despicable, was done with a willful and knowing disregard for the rights or safety of another, was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION

HOSTILE WORK ENVIRONMENT HARASSMENT - GENDER

(Government Code §12940, et seq.)

(Against all HGI and Doe Defendants)

34. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

35. At all relevant times, HGI employed more than five persons; HGI came into California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff remained a California resident throughout her employment; and HGI instructed plaintiff to perform job duties as a traveling performer both within and outside of California. HGI was at

1 all relevant times an employer subject to California Fair Employment and Housing Act
2 ("FEHA") with respect to plaintiff's employment.

3 36. Plaintiff was an employee of defendants until in or around May of 2015.

4 37. In 2014 and 2015, plaintiff was subjected to unwanted harassing conduct
5 because of her gender.

6 38. The unwanted harassing conduct was so severe, widespread, or persistent that
7 a reasonable female in plaintiff's circumstances would have considered the work environment
8 to be hostile or abusive.

9 39. Plaintiff considered the work environment to be hostile or abusive.

10 40. This harassment was committed by one or more supervisors with actual or
11 reasonably perceived authority over plaintiff. In addition, defendants and their management
12 knew or should have known of the conduct and failed to take immediate and appropriate
13 corrective action.

14 41. This harassment was a substantial factor in causing harm to plaintiff.

15 42. As a direct and proximate result of defendants' racial harassment, plaintiff was
16 harmed and damaged in an amount to be proven at trial. Such damages include, but are not
17 limited to, the following:

- 18 a. Substantial loss of earnings, employment benefits and reduced future
19 earning capacity;
- 20 b. Expenses incurred seeking to regain employment;
- 21 c. Necessary and reasonable attorneys' fees incurred by plaintiff to
22 enforce her rights under FEHA;
- 23 d. Pain and suffering, embarrassment, humiliation, emotional distress,
24 mental anguish, and severe shock to plaintiff's nervous system causing
25 injury or impairment to plaintiff's physical and mental health, strength
26 and activity;
- 27 e. Past and future expenses for medical, mental health and other health
28 care products and services;

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f. Other general, special, incidental and consequential damages in an amount according to proof at the time of trial.

43. Defendants engaged in this wrongful conduct with malice, oppression and/or fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or managing agents of defendants acting on behalf of defendants. This wrongful conduct was despicable, was done with a willful and knowing disregard for the rights or safety of another, was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

WORKPLACE DISPARATE TREATMENT - GENDER, DISABILITY, PERCEIVED DISABILITY, PREGNANCY

(Government Code §12940, et seq.)

(Against all HGI and Doe Defendants)

44. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

45. At all relevant times, HGI employed more than five persons; HGI came into California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff remained a California resident throughout her employment; and HGI instructed plaintiff to perform job duties as a traveling performer both within and outside of California. HGI was at all relevant times an employer subject to California Fair Employment and Housing Act ("FEHA") with respect to plaintiff's employment.

46. Plaintiff was an employee of defendants until in or around May of 2015.

47. Throughout said employment, defendants engaged in adverse employment actions toward plaintiff including, but not limited to, terminating plaintiff.

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1 48. Plaintiff's gender (female), and real or perceived disability (nausea and
2 sickness due to pregnancy), and pregnancy were each, jointly and severally, a motivating
3 reason for defendants' adverse employment actions toward plaintiff.

4 49. Defendants' adverse employment actions were each, jointly and severally, a
5 substantial factor in causing harm to plaintiff.

6 50. As a direct and proximate result of defendants' adverse employment actions,
7 plaintiff was harmed and damaged in an amount to be proven at trial. Such damages include,
8 but are not limited to, the following:

- 9 a. Substantial loss of earnings, employment benefits and reduced future
10 earning capacity;
- 11 b. Expenses incurred seeking to regain employment;
- 12 c. Necessary and reasonable attorneys' fees incurred by plaintiff to
13 enforce her rights under FEHA;
- 14 d. Pain and suffering, embarrassment, humiliation, emotional distress,
15 mental anguish, and severe shock to plaintiff's nervous system causing
16 injury or impairment to plaintiff's physical and mental health, strength
17 and activity;
- 18 e. Past and future expenses for medical, mental health and other health
19 care products and services;
- 20 f. Other general, special, incidental and consequential damages in an
21 amount according to proof at the time of trial.

22 51. Defendants engaged in this wrongful conduct with malice, oppression and/or
23 fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or
24 managing agents of defendants acting on behalf of defendants. This wrongful conduct was
25 despicable, was done with a willful and knowing disregard for the rights or safety of another,
26 was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in
27 knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages
28 in an amount to be determined at trial.

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FOURTH CAUSE OF ACTION**FAILURE TO TAKE ALL REASONABLE STEPS
TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION***(Government Code §12940(k), et seq.)***(Against all HGI and Doe Defendants)**

52. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

53. At all relevant times, HGI employed more than five persons; HGI came into California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff remained a California resident throughout her employment; and HGI instructed plaintiff to perform job duties as a traveling performer both within and outside of California. HGI was at all relevant times an employer subject to California Fair Employment and Housing Act ("FEHA") with respect to plaintiff's employment.

54. Plaintiff was an employee of defendants until in or around May of 2015.

55. FEHA obligates covered employers to take all reasonable steps to prevent discrimination, harassment and retaliation.

56. Defendants knew of actual or threatened discrimination, harassment and retaliation toward plaintiff due to her gender, real or perceived disability, and pregnancy and due to her complaints about gender discrimination and sexual harassment in violation of FEHA and wilfully failed to take all reasonable steps to prevent such discrimination, harassment and retaliation.

57. As a direct and proximate result of defendants' failure to take all reasonable steps to prevent discrimination, harassment and retaliation toward plaintiff, plaintiff was harmed and damaged in an amount to be proven at trial. Such damages include, but are not limited to, the following:

- a. Substantial loss of earnings, employment benefits and reduced future earning capacity;

- b. Expenses incurred seeking to regain employment;
- c. Necessary and reasonable attorneys' fees incurred by plaintiff to enforce her rights under FEHA;
- d. Pain and suffering, embarrassment, humiliation, emotional distress, mental anguish, and severe shock to plaintiff's nervous system causing injury or impairment to plaintiff's physical and mental health, strength and activity;
- e. Past and future expenses for medical, mental health and other health care products and services;
- f. Other general, special, incidental and consequential damages in an amount according to proof at the time of trial.

58. Defendants engaged in this wrongful conduct with malice, oppression and/or fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or managing agents of defendants acting on behalf of defendants. This wrongful conduct was despicable, was done with a willful and knowing disregard for the rights or safety of another, was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

RETALIATION

(FEHA, CFRA, Labor Code § 1102.5 and Common Law)

(Against all HGI and Doe Defendants)

59. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

60. At all relevant times, HGI employed more than fifty persons; HGI came into California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff remained a California resident throughout her employment; and HGI instructed plaintiff to

1 perform job duties as a traveling performer both within and outside of California. HGI was at
2 all relevant times an employer subject to the anti-retaliation provisions of the Fair
3 Employment and Housing Act (FEHA), the anti-retaliation provisions set forth in Labor Code
4 section 1102.5, and the anti-retaliation provisions set forth in the California Family Rights
5 Act (CFRA) with respect to plaintiff's employment.

6 61. Plaintiff was an employee of defendants until in or around May of 2015.

7 62. During said employment, plaintiff engaged in the protected activities of (a)
8 complaining to defendants about violations of law in the workplace including gender
9 discrimination and sexual harassment, (b) taking sick leave for a serious medical condition
10 (pregnancy), and (c) taking pregnancy leave.

11 63. When plaintiff complained to defendants about violations of law in the
12 workplace including gender discrimination and sexual harassment in violation of FEHA,
13 plaintiff was thereby communicating to defendants that she was refusing to participate in
14 those violations of law and plaintiff led defendants to believe she had or would in the future
15 report such violations of law to an appropriate governmental authority.

16 64. Defendants engaged in adverse employment actions toward plaintiff including,
17 but not limited to, forcing her to attend and dress in uniform for games and practices while
18 experiencing great sickness and nausea, terminating plaintiff in or around May of 2015, and
19 refusing to rehire plaintiff or renew her employment contract.

20 65. Defendants' adverse employment actions toward plaintiff were substantially
21 motivated by plaintiff's protected activities alleged herein including plaintiff complaining
22 about sexual harassment and gender discrimination, plaintiff refusing to participate in
23 violations of law, defendants' belief that plaintiff had or would report such violations to
24 governmental authorities, plaintiff being sick, pregnant, and perceived as disabled by
25 defendant, and plaintiff taking protected leave starting on or about April 9, 2015 due to her
26 pregnancy and related sickness.

27 66. Defendants' adverse employment actions were each, jointly and severally, a
28 substantial factor in causing harm to plaintiff.

1 67. As a direct and proximate result of defendants' adverse employment actions,
2 plaintiff was harmed and damaged in an amount to be proven at trial. Such damages include,
3 but are not limited to, the following:

- 4 a. Substantial loss of earnings, employment benefits and reduced future
5 earning capacity;
6 b. Expenses incurred seeking to regain employment;
7 c. Necessary and reasonable attorneys' fees incurred by plaintiff to
8 enforce her rights under FEHA, CFRA and Labor Code section 1102.5;
9 d. Pain and suffering, embarrassment, humiliation, emotional distress,
10 mental anguish, and severe shock to plaintiff's nervous system causing
11 injury or impairment to plaintiff's physical and mental health, strength
12 and activity;
13 e. Past and future expenses for medical, mental health and other health
14 care products and services;
15 f. Other general, special, incidental and consequential damages in an
16 amount according to proof at the time of trial.

17 68. Defendants engaged in this wrongful conduct with malice, oppression and/or
18 fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or
19 managing agents of defendants acting on behalf of defendants. This wrongful conduct was
20 despicable, was done with a willful and knowing disregard for the rights or safety of another,
21 was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in
22 knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages
23 in an amount to be determined at trial.

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SIXTH CAUSE OF ACTION
WRONGFUL TERMINATION
IN VIOLATION OF PUBLIC POLICY

(FEHA, CFRA, Labor Code § 1102.5 and Common Law)

(Against all HGI and Doe Defendants)

69. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

70. At all relevant times, HGI employed more than fifty persons; HGI came into California to hire plaintiff knowing that she was a California resident; HGI knew that plaintiff remained a California resident throughout her employment; and HGI instructed plaintiff to perform job duties as a traveling performer both within and outside of California. HGI was at all relevant times an employer subject to the anti-retaliation provisions of the Fair Employment and Housing Act (FEHA), the anti-retaliation provisions set forth in Labor Code section 1102.5, and the anti-retaliation provisions set forth in the California Family Rights Act (CFRA) with respect to plaintiff's employment.

71. Plaintiff was an employee of defendants until in or around May of 2015.

72. During said employment, plaintiff engaged in the protected activities of (a) complaining to defendants about violations of law in the workplace including gender discrimination and sexual harassment, (b) taking sick leave for a serious medical condition (pregnancy), and (c) taking pregnancy leave.

73. When plaintiff complained to defendants about violations of law in the workplace including gender discrimination and sexual harassment in violation of FEHA, plaintiff was thereby communicating to defendants that she was refusing to participate in those violations of law and plaintiff led defendants to believe she had or would in the future report such violations of law to an appropriate governmental authority.

74. Defendants terminated plaintiff in or around May of 2015 and refused to rehire her or renew her employment contract. Such contractual renewal was standard absent serious

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1 employee misconduct or serious substandard performance, neither of which applied to
2 plaintiff.

3 75. Defendants' adverse employment actions toward plaintiff were substantially
4 motivated by plaintiff's protected activities alleged herein including plaintiff complaining
5 about sexual harassment and gender discrimination, plaintiff refusing to participate in
6 violations of law, defendants' belief that plaintiff had or would report such violations to
7 governmental authorities, plaintiff being sick, pregnant, perceived as disabled by defendant,
8 and plaintiff taking protected leave starting April 9, 2015 due to her pregnancy and related
9 sickness.

10 76. As a direct and proximate result of plaintiff's wrongful termination, plaintiff
11 was harmed and damaged in an amount to be proven at trial. Such damages include, but are
12 not limited to, the following:

- 13 a. Substantial loss of earnings, employment benefits and reduced future
14 earning capacity;
- 15 b. Expenses incurred seeking to regain employment;
- 16 c. Necessary and reasonable attorneys' fees incurred by plaintiff to
17 enforce her rights under FEHA, CFRA and Labor Code 1102.5;
- 18 d. Pain and suffering, embarrassment, humiliation, emotional distress,
19 mental anguish, and severe shock to plaintiff's nervous system causing
20 injury or impairment to plaintiff's physical and mental health, strength
21 and activity;
- 22 e. Past and future expenses for medical, mental health and other health
23 care products and services;
- 24 f. Other general, special, incidental and consequential damages in an
25 amount according to proof at the time of trial.

26 77. Defendants engaged in this wrongful conduct with malice, oppression and/or
27 fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or
28 managing agents of defendants acting on behalf of defendants. This wrongful conduct was

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1 despicable, was done with a willful and knowing disregard for the rights or safety of another,
 2 was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in
 3 knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages
 4 in an amount to be determined at trial.

5 SEVENTH CAUSE OF ACTION

6 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

7 **(Against all HGI and Doe Defendants)**

8 78. All prior statements and allegation are hereby realleged and incorporated by
 9 reference except where to do so would be inconsistent with pleading the particular elements
 10 of this specific cause of action.

11 79. As set forth above, defendants discriminated against and harassed and
 12 retaliated against plaintiff. This misconduct was egregious and outrageous.

13 80. By this outrageous misconduct, defendants intended to cause plaintiff
 14 emotional distress. In addition, defendants acted with reckless disregard of the probability
 15 that plaintiff would suffer emotional distress from this misconduct, knowing plaintiff was
 16 present when the conduct occurred.

17 81. Defendants' outrageous misconduct caused plaintiff severe emotional distress.

18 82. As a direct and proximate result of defendants' outrageous misconduct,
 19 plaintiff was harmed and damaged in an amount to be proven at trial. Such damages include,
 20 but are not limited to, the following:

- 21 a. Substantial loss of earnings, employment benefits and reduced future
- 22 earning capacity;
- 23 b. Expenses incurred seeking to regain employment;
- 24 c. Pain and suffering, embarrassment, humiliation, emotional distress,
- 25 mental anguish, and severe shock to plaintiff's nervous system causing
- 26 injury or impairment to plaintiff's physical and mental health, strength
- 27 and activity;

28 ///

d. Past and future expenses for medical, mental health and other health care products and services;

e. Other general, special, incidental and consequential damages in an amount according to proof at the time of trial.

83. Defendants engaged in this wrongful conduct with malice, oppression and/or fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or managing agents of defendants acting on behalf of defendants. This wrongful conduct was despicable, was done with a willful and knowing disregard for the rights or safety of another, was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

DEFAMATION PER SE

(Against all Defendants)

84. All prior statements and allegation are hereby realleged and incorporated by reference except where to do so would be inconsistent with pleading the particular elements of this specific cause of action.

85. Coach Blacklock made one or more statements to persons other than plaintiff that were about plaintiff. Those persons reasonably understood that the statements were about plaintiff.

86. Those persons reasonably understood that the statements were about plaintiff.

87. Those persons reasonably understood the statements to imply want of chastity on the part of plaintiff, and that plaintiff was adulterous, sexually immoral and prone to or engaging in sexual misconduct.

88. The statements were false, and Coach Blacklock knew the statements were false.

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///

1 89. HGI impliedly or expressly authorized and ratified the statements by failing to
2 take any reasonable action to address the statements after plaintiff reported the statements to
3 the general manager of HGI.

4 90. As a direct and proximate result of defendants' defamation per se, plaintiff was
5 harmed and damaged in an amount to be proven at trial. Such damages include, but are not
6 limited to, the following:

- 7 a. Harm to plaintiff's reputation;
- 8 b. Shame, mortification and hurt feelings
- 9 c. Pain and suffering, embarrassment, humiliation, emotional distress,
10 mental anguish, and severe shock to plaintiff's nervous system causing
11 injury or impairment to plaintiff's physical and mental health, strength
12 and activity;
- 13 d. Past and future expenses for medical, mental health and other health
14 care products and services;
- 15 e. Other general, special, incidental and consequential damages in an
16 amount according to proof at the time of trial.

17 91. Defendants engaged in this wrongful conduct with malice, oppression and/or
18 fraud. This wrongful conduct was committed, authorized or ratified by officers, directors or
19 managing agents of defendants acting on behalf of defendants. This wrongful conduct was
20 despicable, was done with a willful and knowing disregard for the rights or safety of another,
21 was done with intent to cause injury, subjected plaintiff to cruel and unjust hardship in
22 knowing disregard of her rights. Therefore, plaintiff is entitled to recover punitive damages
23 in an amount to be determined at trial.

24 PRAYER

25 WHEREFORE, plaintiff prays for judgment against defendants as follows:

26 As to the First, Second, Third, Fourth, Fifth and Sixth Causes of Action:

- 27 1. For general damages including losses for pain, suffering and emotional

28 ///

1 distress, as allowed by law, for an amount in excess of \$50,000.00 and according to proof at
2 trial;

3 2. For special damages including medical and related expenses, as allowed by
4 law, for an amount in excess of \$50,000.00 and according to proof at trial;

5 3. For special damages including loss of income and employment benefits (past
6 and future) and lost earnings capacity, and expenses incurred seeking alternative employment
7 and other incidental and consequential expenses, as allowed by law, for an amount in excess
8 of \$50,000.00 and according to proof at trial;

9 4. For an award of punitive damages as allowed by law;

10 5. For attorneys' fees and costs, as allowed by law;

11 6. For prejudgment interest on all amounts claimed, as permitted by law;

12 7. For such other and further relief as the Court deems just and proper.

13 **As to the Seventh and Eighth Causes of Action:**

14 1. For general damages including losses for pain, suffering and emotional
15 distress, as allowed by law, for an amount in excess of \$50,000.00 and according to proof at
16 trial;

17 2. For special damages including medical and related expenses, as allowed by
18 law, for an amount in excess of \$50,000.00 and according to proof at trial;

19 3. For special damages including loss of income and employment benefits (past
20 and future) and lost earnings capacity, and other incidental and consequential expenses, as
21 allowed by law, for an amount in excess of \$50,000.00 and according to proof at trial;

22 4. For an award of punitive damages, as allowed by law;

23 5. For costs, as allowed by law;

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08 / 26 / 2015

6. For prejudgment interest on all amounts claimed, as permitted by law; and

7. For such other and further relief as the Court deems just and proper.

DATED: August 21, 2015

JAY S. ROTHMAN & ASSOCIATES

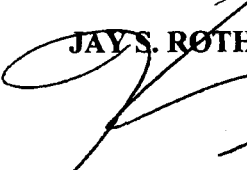

KENNETH R. MYERS
Attorney for Plaintiff
TAMMY BRAWNER

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of the foregoing causes of action.

DATED: August 21, 2015

JAY S. ROTHMAN & ASSOCIATES


KENNETH R. MYERS
Attorney for Plaintiff
TAMMY BRAWNER

08/26/2015

08/26/2015

EXHIBIT 1



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 18, 2015

Kenneth R. Myers, Esq.
21900 Burbank Blvd., Suite 210
Woodland Hills California 91367

RE: Notice to Complainant or Complainant's Attorney

DFEH Matter Number: 635377-177074

Right to Sue: Brawner / Harlem Globetrotters International, Inc.

Dear Complainant or Complainant's Attorney:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue. Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your attorney must serve the complaint. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

08 / 26 / 2015



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1384 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 18, 2015

RE: Notice of Filing of Discrimination Complaint

DFEH Matter Number: 635377-177074

Right to Sue: Brawner / Harlem Globetrotters International, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

08/26/2015



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

August 18, 2015

Tammy Brawner
21900 Burbank Blvd., Suite 210
Woodland Hills California 91367

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 635377-177074
Right to Sue: Brawner / Harlem Globetrotters International, Inc.

Dear Tammy Brawner,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 18, 2015 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

08 / 26 / 2015



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 | TDD 800-700-2320
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

Enclosures

cc:

08 / 26 / 2015

COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of
Tammy Brawner, Complainant.
21900 Burbank Blvd., Suite 210
Woodland Hills California 91367

DFEH No. 635377-177074

vs.

Harlem Globetrotters International, Inc.,
Respondent.
400 E. Van Buren Street, Suite 300
Phoenix, Arizona 85004

Complainant alleges:

1. Respondent **Harlem Globetrotters International, Inc.** is a **Private Employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.). Complainant believes respondent is subject to the FEHA.
2. On or around **May 28, 2015**, complainant alleges that respondent took the following adverse actions against complainant: **Discrimination, Harassment, Retaliation Asked impermissible non-job-related questions, Denied a good faith interactive process, Denied a work environment free of discrimination and/or retaliation, Denied employment, Denied family care or medical leave, Denied pregnancy leave, Denied reasonable accommodation, Denied reinstatement, Terminated.** Complainant believes respondent committed these actions because of their: **Disability, Engagement in Protected Activity, Family Care or Medical Leave, Medical Condition - including Cancer, Sex- Gender, Sex - Pregnancy.**
3. Complainant **Tammy Brawner** resides in the City of **Woodland Hills**, State of **California**. If complaint includes co-respondents please see below.

1
2 **Additional Complaint Details:**

3 From around August of 2014 to April of 2015, I was subjected to unwanted and
4 offensive verbal harassment of a sexual nature. My supervisor spread rumors that I
5 was having a sexual affair with different male co-workers, and when I confronted him,
6 he said that he did not know me well enough to know that I was not a slut. He also told
7 co-workers to stay away from me because I would seduce them and destroy their
8 marriages. I complained to the general manager about this and was terminated a few
9 weeks later. Also, in early 2015, I began getting sick and nauseous and was unable to
10 do my work. My supervisor insisted that I show up at work even though i could not
11 actually do any work, and even though he knew that I was ill. Eventually, this became
12 too much for me and I took a formal medical leave, in April of 2015. A few weeks later, I
13 found out that I was pregnant. I received notice that I was being terminated in May of
14 2015. I believe my termination was motivated by (1) retaliation for my complaining
15 about the sexual harassment, (2) my taking protected medical/pregnancy leave, and (3)
16 my having a disability/perceived disability (due to having taken medical leave).
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DFEH 902-

-6-

Complaint - DFEH No. 635377-177074

Date Filed: August 18, 2015

08/26/2015

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VERIFICATION

I, **Kenneth R. Myers, Esq.**, am the Attorney for Complainant in the above-entitled complaint. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

On August 18, 2015, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Los Angeles, California
Kenneth R. Myers, Esq.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address): Jay S. Rothman 49739 / Kenneth R. Myers 207103 JAY S. ROTHMAN & ASSOCIATES 21900 Burbank Boulevard, Suite 210 Woodland Hills, CA 91367 TELEPHONE NO.: (818) 986-7870 FAX NO.: (818) 990-3019 ATTORNEY FOR (Name): Plaintiff, TAMMY BRAUNER		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles AUG 26 2015 Sherri K. Carter, Executive Officer/Clerk By <u>Moses Soto</u> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NAME: TAMMY BRAUNER v. HARLEM GLOBETROTTERS INTERNATIONAL, INC.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 592648 JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)

Employment
<input checked="" type="checkbox"/> Wrongful termination (33)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)

Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)

Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)

Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)

Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)

Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): eight
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: August 21, 2015

KENNETH R. MYERS

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE:

BRAWNER v. HARLEM GLOBETROTTERS

CASE NUMBER:

CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5 - 7 ☐ HOURS/ ☒ DAYS.

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE:

CASE NUMBER

BRAWNER v. HARLEM GLOBETROTTERS

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

CASE NUMBER

BRAWNER v. HARLEM GLOBETROTTERS

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

CASE NUMBER

SHORT TITLE:

BRAWNER v. HARLEM GLOBE ROTTERS

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.

ADDRESS:

400 East Van Buren Street,
Suite 300

CITY:

Phoenix

STATE:

AZ

ZIP CODE:

85004

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: August 21, 2015

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

LACIV 109 (Rev. 03/11)
LASC Approved 03-04

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.0
Page 4 of 4



BRAWNER, Tammy